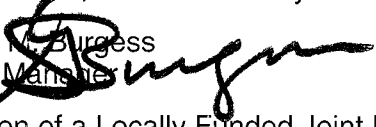


Memorandum



Date: December 06, 2005

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager 

Subject: Execution of a Locally Funded Joint Participation Agreement with the Florida
Department of Transportation to Provide Funding for the Redesign of the State Road
826/State Road 836 Interchange Project

Agenda Item No. 8(J)(1)(D)

RECOMMENDATION

It is recommended that the Board authorize the execution of a Locally Funded Joint Participation Agreement (LFJPA) with the Florida Department of Transportation (FDOT) to provide \$897,076.61 to fund the redesign of the State Road 826/State Road 836 (SR 826/836) Interchange Project. This project preserves a future envelope for the East/West (E/W) Corridor alignment. Proceeds from the Charter County Transit System Surtax (Surtax) will be used to fund this LFJPA.

BACKGROUND

Since the passage of the Surtax, Miami-Dade Transit (MDT) has proactively worked on the implementation of the various elements of the People's Transportation Plan (PTP). This included the immediate need to coordinate with other governmental agencies where PTP projects would coincide with (or potentially conflict with) their capital projects, particularly in relation to the major transit corridor projects outlined in the PTP. The SR 826/836 Interchange Project will increase capacity and facilitate the flow of traffic through the interchange. Coordination efforts began well over a year ago with FDOT regarding their SR 826/836 Interchange project, currently under design, and the E/W Corridor project, currently in the planning stage.

The Draft Environmental Impact Statement (DEIS) for the E/W Corridor was completed in 1995. This study identified a potential rail alignment within the E/W Corridor. Since the completion of the DEIS, physical changes have taken place that conflict with the identified potential E/W Rail Corridor alignment. One such change is the new construction of multi-story residential buildings just west of the Palmetto Expressway, located in the southwest quadrant of the SR 826/836 Interchange and now in the path of the proposed rail alignment. Measures were investigated with FDOT to eliminate the conflict. Horizontally, the alignment was shifted to the north to avoid the buildings. However, because of the horizontal adjustment, vertical options were then required to traverse the interchange. Options include choosing an aerial guideway to cross over the SR 826/836 Interchange or choosing a depressed "U" wall section to cross under the SR 826/836 Interchange, thus allowing more flexibility in the design of the future rail alignment. In addition, the alignment change also required the shifting of ramps to the north to provide a corridor for the E/W alignment in an area west of 82nd Avenue and SR826. Combined, these required FDOT to redesign the SR 826/836 Interchange.

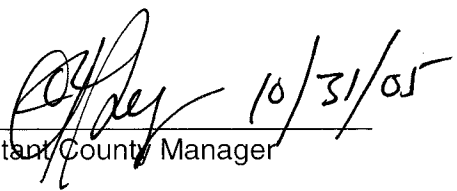
Because of FDOT's cooperation in making these design modifications to the Interchange Project, MDT will avoid an estimated \$120 million in future right-of-way acquisition costs for the E/W rail corridor project, which represents a significant project savings at a comparatively low cost today. FDOT has already implemented the above-described design modifications to their SR 826/836 Interchange

Project. The additional design cost allocated to Miami-Dade County of \$897,076.61 for the aforementioned changes will be reimbursed to FDOT through the approval of this LFJPA.

Included as part of this Agreement, MDT must choose which vertical path it will require by the end of December 2005 in order not to delay FDOT's construction schedule which would impact construction costs. There will be an additional cost allocated by FDOT to the County for the actual construction of the SR 836/826 interchange project due to the design change. Therefore, another LFJPA will be negotiated with FDOT for these additional construction costs (estimated to be approximately \$500,000) and will be brought back before the Board and the Citizens' Independent Transportation Trust (CITT) for approval at the appropriate time.

FISCAL IMPACT

These costs support the E/W Corridor Project, identified in Ordinance No. 02-116, Exhibit 1 of the People's Transportation Plan (PTP) Rapid Transit Improvements, passed and adopted by the Board on July 9, 2002. The County will utilize remaining 2004 Sunshine State Loan proceeds or future bond proceeds backed by the Surtax in the amount of \$897,076.61 to fund this LFJPA requested by FDOT.

 10/31/05

Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: December 6, 2005

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(J)(1)(D)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(J)(1)(D)
12-6-05

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A LOCALLY FUNDED JOINT PARTICIPATION AGREEMENT (LFJPA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO PROVIDE \$897,076.61 OF COUNTY CHARTER TRANSIT SYSTEM SURTAX SUPPORTED FUNDS FOR THE REDESIGN OF THE STATE ROAD 826/836 INTERCHANGE TO ACCOMMODATE THE FUTURE EAST/WEST METRORAIL CORRIDOR PROJECT AND AUTHORIZING THE COUNTY MANAGER TO EXPEND FUNDS FOR THIS EFFORT AS SPECIFIED IN THE LFJPA

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, the County is concurrently planning an East/West Metrorail project that will directly impact the Florida Department of Transportation's (FDOT) State Road 826/836 Interchange Project; and

WHEREAS, the County has requested not to preclude the design of a transit corridor using either the elevated transit corridor (above the Interchange, crossing SR 826 lanes and ramp connectors) or the alternative depressed transit corridor (under the Interchange, crossing SR 826 lanes) as part of project design; and

WHEREAS, FDOT and the County have determined that it would be more cost and time efficient and in the best interest of the general public to enter into this Locally Funded Joint Participation Agreement,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:**

Section 1. That this Board approves the LFJPA between Miami-Dade County and FDOT, in substantially the form attached hereto and made a part hereof, to provide \$897,076.61 in Charter County Transit System Surtax supported funding to FDOT for the design modifications to the S.R. 826/836 Interchange to accommodate the future East/West Metrorail project.

Section 2. That this Board further authorizes the County Manager or the Miami-Dade Transit (MDT) Director to execute such contracts and agreements as are approved by the County Attorney's Office; to reimburse FDOT funds in accordance with such aforementioned contracts and agreements; and to file and execute any additional agreements, revisions, or amendments as required to carry out the project for and on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairperson	
Dennis C. Moss, Vice-Chairperson	
Bruno A. Barreiro	Dr. Barbara Carey-Schuler
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of December, 2005. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Bruce Libhaber

**LOCALLY FUNDED JOINT PARTICIPATION AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
MIAMI-DADE COUNTY**

**STATE ROAD 826 (PALMETTO EXPRESSWAY):
SR 826/SR 836 INTERCHANGE DESIGN**

THIS AGREEMENT, made and entered into this ____ day of _____, 2005, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter the 'DEPARTMENT', and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, acting by and through its Transit Agency, hereinafter the 'COUNTY'.

RECITALS:

WHEREAS, the DEPARTMENT is designing interchange improvements for future construction on the State Road (SR) 826 and SR 836 Interchange from NW 87 Avenue to NW 57 Ave, programmed as Financial Project Number 249581-1-32-06, hereinafter the 'PROJECT'; and

WHEREAS, the COUNTY is concurrently designing a Metrorail East/West MIC/FIU Extension project that will be directly impacted by the DEPARTMENT's PROJECT design; and

WHEREAS, the COUNTY has requested the DEPARTMENT not to preclude the design of a transit corridor using either the MIC/FIU Extension elevated transit corridor (above the Interchange, crossing SR 826 lanes and ramp connectors) or the depressed transit alternative corridor (under the Interchange, crossing SR 826 lanes) as part of PROJECT design, and the DEPARTMENT is willing to do so subject to the conditions contained herein; and

WHEREAS, the DEPARTMENT and the COUNTY have determined that it would be more cost and time effective and in the best interest of the general public to enter into this Locally Funded Agreement, hereinafter the 'AGREEMENT';

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein contained and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of the AGREEMENT, as if fully set forth herein.

2. GENERAL REQUIREMENTS

- a. The DEPARTMENT will preserve both the elevated and depressed transit corridor alternatives in PROJECT design plans by incorporating certain design modifications as specified in a letter from URS Corporation Project Manager Carlos Zea, dated January 27, 2005, attached as Exhibit "A", which is incorporated herein by reference.
- b. The COUNTY will provide funding to the DEPARTMENT in the amount of EIGHT HUNDRED NINETY-SEVEN THOUSAND SEVENTY-SIX DOLLARS AND SIXTY-ONE CENTS (\$897,076.61) per the financial provisions listed in Section 3. These funds will pay for the increased design costs incurred by the DEPARTMENT on behalf of the COUNTY in order to preserve both transit corridors as viable options in the PROJECT final design plans.
- c. The COUNTY will notify the DEPARTMENT of its final corridor design decision (elevated or depressed) no later than December 30, 2005, at which time the costs for PROJECT construction will have to be negotiated and are not covered under this AGREEMENT.
- d. Additional costs for PROJECT design modifications related to the COUNTY's Metrorail East/West Extension project not expressly identified in Exhibit "A" incurred prior to the DEPARTMENT's letting of the PROJECT are subject to the below-identified terms and conditions in Section 3, Paragraph (b).
- e. During DEPARTMENT Fiscal Year 2006/2007 (beginning July 1, 2006), and prior to the DEPARTMENT's letting of the PROJECT for construction, a second Locally Funded Joint Participation Agreement must be executed by both the DEPARTMENT and the COUNTY agreeing to the terms of the COUNTY's financial participation in and responsibility for PROJECT construction. Negotiations for the COUNTY's portion of PROJECT construction costs will occur after a decision is made as outlined above in Section 2, Paragraph (c).
- f. In accordance with a letter from COUNTY Transit Agency Director Roosevelt Bradley dated November 24, 2004, attached as Exhibit "B", which is incorporated herein by reference, should the DEPARTMENT purchase joint parcels of right-of-way for purposes of the PROJECT with the knowledge that the COUNTY will need portions of same joint parcels in the future for their Metrorail East/West Extension project, the DEPARTMENT will transfer subject portions of said joint parcels to the COUNTY given just compensation at the then fair market value.
- g. The DEPARTMENT will manage, supervise and inspect all aspects of PROJECT design.

- h. The COUNTY shall, by issuance of a Resolution by its Board of County Commissioners, ratify this AGREEMENT. Said Resolution will be attached hereto as Exhibit "C" and is incorporated herein by reference.

3. FINANCIAL PROVISIONS

- a. COUNTY agrees that it will, no later than thirty (30) calendar days after the DEPARTMENT's execution of the AGREEMENT, furnish the DEPARTMENT an advance deposit in the amount of EIGHT HUNDRED NINETY-SEVEN THOUSAND SEVENTY-SIX DOLLARS AND SIXTY-ONE CENTS (\$897,076.61) for full payment of the estimated PROJECT cost for Locally Funded project number 249581-1-32-06. The advance deposit shall be the total estimated PROJECT cost plus allowances. The DEPARTMENT may utilize this deposit for payment of the costs of the PROJECT.
- b. Should PROJECT modifications or changes to bid items occur that increase the COUNTY's share of total PROJECT costs, the COUNTY will be notified by the DEPARTMENT accordingly. The COUNTY agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the PROJECT. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation during the PROJECT and on final accounting as provided herein below. Funds due from the COUNTY during the PROJECT not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to **Section 55.03, Florida Statutes**.
- c. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the Consultant. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the Consultant, not when the construction work is complete. All PROJECT cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the PROJECT. The COUNTY will be notified of the final cost. Both parties agree that in the event the final accounting of total PROJECT costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved from its obligation to pay.
- d. In the event the final accounting of total PROJECT costs is greater than the total deposits to date, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a rate as established pursuant to **Section 55.03,**

Florida Statutes, on any invoice not paid within forty (40) calendar days until the invoice is paid.

- e. The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached Memorandum of Agreement (MOA) between the COUNTY, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

4. INDEMNIFICATION

To the extent permitted by **Section 768.28, Florida Statutes**, the parties agree to indemnify each other for liability due to any act of omission, neglect or wrongdoing of a party or any of its officers, agents or employees. Further, the parties agree to defend each other against any and all such claims or demands which may be claimed and have arisen as a result of or in connection with the parties' participation in the AGREEMENT. Nothing contained herein shall be construed to contradict the provisions of **Section 768.28, Florida Statutes**, nor shall this Article be construed to require either party to indemnify the other for the negligent acts of the other.

5. GOVERNING LAW

This AGREEMENT shall be governed and construed in accordance with the laws of the State of Florida.

6. INVALIDITY

If any part of this AGREEMENT shall be determined to be invalid or unenforceable, the remainder of this AGREEMENT shall not be affected thereby if such remainder conforms to the terms and requirements of applicable law.

7. COMMUNICATIONS

- a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and shall be sent either by registered or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

COUNTY:	<u>Miami-Dade Transit</u>
Address:	<u>111 NW First Street, Suite</u>
	<u>Miami, Florida 33128-1970</u>
Contact Person:	<u>Ahmed Rasheed, Transit Technical Services Manager</u>
Telephone/Fax #:	<u>(305) 375-4504</u>
Federal Employer ID # (FEIN):	<u>59-6000573</u>

DEPARTMENT: Florida Department of Transportation
Address: 1000 NW 111 Ave #6137, Miami, FL 33172
District Contact: Kenneth Robertson, JPA Coordinator
Telephone #: (305) 470-5452
Fax #: (305) 470-5552

- b. Either party may, by notice given as aforesaid, change its address for all subsequent notices. Notices given in compliance with this section shall be deemed given when placed in the mail.

8. ENTIRE AGREEMENT

This is the entire agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the date above written.

MIAMI-DADE COUNTY

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: _____
County Manager

BY: _____
District Secretary

ATTEST: _____
(SEAL) County Clerk

ATTEST: _____
(SEAL) Executive Secretary

LEGAL REVIEW:

County Attorney

District General Counsel

Exhibit "A"

Design Modifications Letter

In a letter dated January 27, 2005, Carlos Zea, URS Corporation Project Manager, outlines the design modifications the COUNTY would like the DEPARTMENT to incorporate into the final design plans for the PROJECT in order to preserve the CORRIDORS. Said letter is attached hereto and incorporated herein by this reference.

Exhibit "B"

Right-of Way Acquisition Letter

In a letter dated November 24, 2004, COUNTY Transit Agency Director Roosevelt Bradley outlines the possible need for the DEPARTMENT to acquire joint parcels of rights-of way for the PROJECT. The COUNTY will need a portion of said joint parcels for its Metrorail East/West Extension project.

Exhibit “C”

COUNTY Resolution

To be herein incorporated once ratified by the Miami-Dade Board of County Commissioners.



January 27, 2005

Mr. Ali Toghiani, P. E.
Senior Project Manager
Florida Department of Transportation
1000 N.W. 111th Avenue
Miami, Florida 33172

Re: SR 826 (Palmetto Expressway) Improvement Program
Section 5: SR 826/ SR 836 Interchange
Financial Number: 2495811
State Project No. 87260-3579
WPI No. 6113758
FAP No. F-475-1(61)
Miami-Dade County

Subject: PROJECT DESCRIPTION FOR MDT - OPTION 1

Dear Mr. Toghiani:

Miami-Dade Transit (MDT) has expressed their desire to proceed with OPTION 1 as described herein. OPTION 1 maintains the current DEPARTMENT's Consultant (URS Corporation) 30% design as the basis for further design development allowing MDT to preserve the MIC/FIU Extension elevated transit alternative corridor (above the Interchange, crossing SR 826 lanes and ramp connectors) and the depressed transit alternative corridor (under the Interchange, crossing SR 826 lanes) for future consideration by MDT. If MDT chooses to proceed with the depressed transit alternative, the DEPARTMENT offers to include the design/construction of the depressed corridor as part of the SR 826 / SR 836 Interchange construction, if MDT so decides. MDT has until November 30, 2005, to instruct the DEPARTMENT of its decision at which time cost for such services would have to be negotiated. Any delays in this decision will cause significant design delays for the SR 826 / SR 836 Interchange Improvement Program – Section 5.

The design modifications listed below define the project scope of services undertaken by the DEPARTMENT on behalf of MDT to preserve such corridors.

- 1) Provide a 38-ft corridor for MDT along SR 836 by shifting all of the SR 826 / SR 836 Interchange connectors and ramps to the north.
- 2) Provide maximum achievable clearance under the SR 826 / SR 836 Interchange for the depressed MDT alignment alternative by raising the Interchange while maintaining appropriate clearance from the airport's flight path.
- 3) Relocate North Line Canal to the east of the Interchange to accommodate the depressed transit alternative and perform Backwater Calculations and Scour Calculations for appropriate intermediate and final conditions.
- 4) Re-design bridges over NW 7th Street to remove the transit alternative along NW 7th Street by reducing the bridge lengths from 2-span to 1 –span, which thus required the SR 826 roads and associated ramps over NW 7th Street to be raised.
- 5) Modify all inter-related documents such as BDR's, BHR's, Master Drainage Plans, and all design documents such Plans, Profiles, Geometry, Traffic Control Plans, Cross Sections, and Conceptual MOT's as required and described herein.

Also included is a detailed breakdown itemizing the specific tasks completed and the cost associated with the design effort and anticipated construction fees. The total cost for OPTION 1 is estimated at \$ 1,394,076.61.

I. OPTION 1 – DESIGN EFFORT

A. Design and Implementation of Three Transit Corridors: **\$ 637,953.51**

(1) Preliminary Design Modifications to:

- Horizontal Alignments (12 revisions)
- Vertical Alignments (27 revisions)
- Conceptual MOT Modifications
- DDR submittals to existing BDRs (18)
- New BHR for Bridge 45
- BHR for North Line Canal (relocation)
- Drainage Master Plan
- LRE Revisions / Cost Estimating

(2) Modifications to 30% Roadway Design Submittal Package:

- Roadway Drawings (geometry, plans, profiles, cross sections, Ramp terminal details, curve data, intersection details)
- Traffic Control Plans
- Revise Bridge Structures (7)
- New Retaining Walls (4)
- Box Culvert Extension

B. Revise the Interchange Design to Delete Two Transit Alternatives: **\$ 259,123.10**

- Delete the design for the depressed transit alternative while maintaining the corridor for future transit considerations
- Delete the design for the NW 7th Street transit alternative

(1) Preliminary Design Modifications to:

- Vertical Alignments (13 revisions)
- Conceptual MOT Modifications
- New BDR for NW 7th Street Bridges (No. 14, 41, 42, 43, and 44)
- BHR for North Line Canal (relocation)
- Drainage Master Plan
- LRE Revisions / Cost Estimating

(2) Modifications to 30% Roadway Design Submittal Package:

- Roadway Drawings (geometry, plans, profiles, cross sections, Ramp terminal details, curve data, intersection details)
- Traffic Control Plans
- Revise Bridge Structures (2-span to 1-span) over NW 7th Street
- Lowering Footings for Bridge Structures No. 6A, 9, 12 and 15)
- Removal of Retaining Walls (12) – wall required only if depressed alternative is constructed
- Box Culvert Reduction and Canal Relocation – canal to be relocated to the east only if depressed alternative is constructed

II. OPTION 1 – ADDITIONAL PRELIMINARY CONSTRUCTION COST

A. Additional fill under Ramps EBCD, SF-LE, and S-F	\$ 94,000.00
B. Retaining Walls (4)	\$ 48,000.00
C. Footings required for Bridge Nos. 6A, 9, 12, and 15	\$ 330,000.00
D. Contingencies (5%)	\$ 25,000.00
	<hr/>
	\$ 497,000.00

The cost estimate provided for OPTION 1 does not include the following activities:

- Costs associated with the raising SR 826 roads over NW 7th Street
- Survey and/or geotechnical costs associated with the raising SR 826 roads over NW 7th Street
- Costs for the bridges over NW 7th Street
- Survey and/or geotechnical costs for the bridges over NW 7th Street
- Design and construction costs associated with the implementation of the "U" box required for the depressed alternative
- Survey and geotechnical costs associated with the implementation of the "U" box required for the depressed alternative

Consequently, any additional cost incurred other than the estimate mentioned above would have to be addressed separately as it is not included in the total cost for OPTION 1.

If any additional information is required, please do not hesitate to contact me at (305) 262-7466.

Sincerely,

URS Corporation Southern



Carlos Zea
Project Manager

Xc: Project File



85.02-16.

98.03-2

Fax To -
Carlos Zee
305 261-4017

November 24, 2004

Johnny Martinez, P.E.
Florida Department of Transportation
District Secretary
District VI
1000 NW 111th Avenue
Miami, FL 33172

**RE: MIC/FIU Extension
SR 836/SR 826 Interchange Crossing**

Dear Mr. Martinez,

Miami Dade Transit (MDT) is in the process of awarding a contract to a consultant for the Metrorail East/West Extension project. The scope of work includes reviewing and updating the current planning documents, to select the minimum operable segment and to perform preliminary engineering for the minimum operating segment. Upon completion of these tasks, MDT will pursue obtaining a Record of Decision (ROD) from Federal Transit Administration (FTA). Once the ROD is obtained, MDT will be able to make an offer to property owners for acquisition.

It is my understanding that FDOT has already started acquiring land for the SR 836/SR 826 Interchange Crossing project. There are some properties which are needed by both agencies' projects. It would be in the best interest of MDT, FDOT and the property owners to have one acquisition, instead of separate acquisitions, covering the needs of both agencies. Both agencies should include the real estate acquisition for joint parcels as part of the on-going design coordination, in order to achieve this goal. MDT's needed portion of all the properties that FDOT is able to acquire early should be transferred to MDT, once the ROD is obtained, at mutually agreed to terms and conditions and subject to approval by the Board of County Commissioners (BCC) and the Citizens' Independent Transportation Trust (CITT).

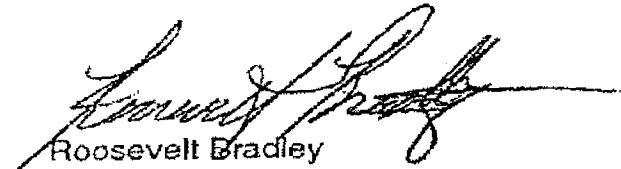
Stephen P. Clark Center, 111 Northwest First Street-Suite 910, Miami, FL 33128-1999

DEC 10 04 11:37A

MIC/FIU Extension
SR826/SR836 Interchange Connector
Page 2

I want to take this opportunity once more to thank you for your help and look forward to continuing to work closely with FDOT on this corridor.

Sincerely,



Roosevelt Bradley
Director

C: Bill Johnson
George Navarrete
Mayra Bustamante
Thomas Goldstein (CAO)

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 200__, by and between the State of Florida, Department of Transportation, hereinafter referred to as "FDOT", the State of Florida, Department of Financial Services, Division of Treasury, hereinafter referred to as "Treasury" and Miami-Dade County, hereinafter referred to as "Participant".

WITNESSETH:

WHEREAS, FDOT is currently constructing the following project:

Main Financial Project No.: **249581-1-32-06**
County: **Miami-Dade**

hereinafter referred to as the "Project".

WHEREAS, FDOT and the Participant entered into a **Locally Funded Agreement (LFA)** dated _____, 200__, wherein FDOT agreed to perform certain work on behalf of the Participant in conjunction with the Project.

WHEREAS, the parties to this AGREEMENT mutually agreed that it would be in the best interest of the FDOT and the Participant to establish an interest-bearing escrow account to provide funds for the work performed on the Project on behalf of the Participant by the FDOT.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit in the amount of EIGHT HUNDRED NINETY-SEVEN THOUSAND SEVENTY-SIX DOLLARS AND SIXTY-ONE CENTS (\$897,076.61) will be made by the Participant into an interest-bearing escrow account established by the FDOT for the purposes of the Project. Said escrow account will be opened with the Department of Financial Services, Division of Treasury, Bureau of Collateral Management, on behalf of the FDOT upon receipt of this Memorandum of Agreement. Such account will be an asset of the FDOT.

2. Other deposits will be made only by the Participant as necessary to cover the cost of additional work prior to the execution of any Supplemental Agreements or Amendments.

3. All deposits shall be made payable to the Department of Financial Services, Revenue Processing and mailed to the FDOT Office of Comptroller for appropriate processing at the following address:

Florida Department of Transportation
Office of Comptroller
605 Suwannee Street, M.S. 42B
Tallahassee, Florida 32399
ATTN: LFA Section

A copy of this Agreement should accompany any deposits. When the check is mailed to Tallahassee, the District Office should instruct the Participant to mail the District Office a copy of the check.

4. The FDOT's Comptroller or designee shall be the sole signatories on the escrow account with the Department of Financial Services and shall have sole authority to authorize withdrawals from said account.

5. Unless instructed otherwise by the parties hereto, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project as defined in the LFA.

6. The Department of Financial Services agrees to provide written confirmation of receipt of funds to the FDOT.

7. The Department of Financial Services' Office further agrees to provide periodic reports to the FDOT.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
COMPTROLLER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL
SERVICES, DIVISION OF TREASURY

PARTICIPANT SIGNATURE

PARTICIPANT NAME & TITLE

PARTICIPANT ADDRESS

59-6000573
FEDERAL EMPLOYER I.D. NUMBER